

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

[illegible]

To:  
Michael D. Sayles, Esquire (sent via email)

Larry E. Robinson  
8007 New Second Street  
Elkins Park, PA 19027

**REQUEST**, is hereby made by the Movant, **NATIONSTAR MORTGAGE, LLC** of the Debtor, **LARRY E. ROBINSON**, for the admission of the genuiness of the documents and the truth of the matters hereinafter set forth, within thirty (30) days -- July 31, 2023.

**TAKE NOTICE** that if you fail to do so each of the matters as to which an admission is requested shall be deemed to be admitted, unless by the aforementioned time, you have acted or otherwise moved with regard to this request in accordance with the provisions of FED. R. CIV. P. 36. Debtor's Answers or Objections shall be served upon counsel for Movant within the time limits established by FED. R. CIV. P. 36. In accordance with FED. R. CIV. P. 36, if Debtors **deny** any statements in the Requests for Admission, each denial must be accompanied by an explanation as to the reason for the denial.

## Definitions

“Movant” shall mean the **NATIONSTAR MORTGAGE, LLC.**, including everyone working on its behalf including all of its employees and agents.

“Debtor” refers to **LARRY E. ROBINSON**.

“Property” refers to the real estate known as **8007 NEW SECOND STREET, ELKINS PARK, PA 19027**.

Admissions:

1. Debtors’ residence is located at **8007 NEW SECOND STREET, ELKINS PARK, PA 19027**.
2. On June 20, 2022, Debtor and Nationstar entered into a Stipulation Agreement that resolved the pending Motion for Relief. A copy of the Stipulation Agreement is attached as Exhibit “A”.
3. No where in the Stipulation Agreement did Nationstar agree to allow the Debtor to split his monthly mortgage payment into two payments paid during the month.
4. On December 13, 2022, Nationstar sent Debtor’s counsel a Notice of Default. The NOD advised that the Debtor was delinquent for November and December 2022 in the amount of \$1,822.07. See Exhibit “B”
5. On December 28, 2022, Movant filed a Certification of Default of the Stipulation Agreement.
6. On January 30, 2023, Movant’s counsel sent Debtor’s counsel an email to advise that the default was cured and that the Debtor’s loan was due for January 1, 2023. A copy of the January 30, 2023 email is attached as Exhibit “C”.
7. Debtor’s current mortgage payment is \$1,529.97.
8. Attached as Exhibit “D” is a copy of the Debtor’s post-petition mortgage payment history.
9. On or about February 14, 2023, Debtor tendered to Nationstar \$815.00. See Exhibit “D”
10. On or about March 14, 2023, Debtor tendered to Nationstar \$700.00. See Exhibit “D”
11. On or about April 4, 2023, Debtor tendered to Nationstar \$750.00. See Exhibit “D”
12. On or about April 25, 2023, Debtor tendered to Nationstar \$750.00. See Exhibit “D”
13. On or about May 23, 2023, Debtor tendered to Nationstar \$750.00. See Exhibit “D”
14. On or about June 5, 2023, Debtor tendered to Nationstar \$800.00. See Exhibit “D”
15. Debtor agrees that since January 30, 2023 through the receipt of this discover he has only

tendered \$4,565.00.

16. Debtor agrees that the six payments for January – June 2023 total \$9,179.82 (6 x \$1529.97)
17. Debtor agrees that his mortgage account has a current suspense balance of \$512.99. See Exhibit “D”
18. Debtor agrees that as of the Date of this Discovery the Debtor has not tendered to Nationstar any other payments then those that are listed on Exhibit “D”
19. Debtor agrees that he owes \$4,101.83 to Nationstar for his post-petition mortgage payments.

Sincerely yours,

Date: June 27, 2023

BROCK & SCOTT, PLLC

/s/ Andrew L. Spivack  
Andrew Spivack, Esquire  
Attorney for Movant  
8757 Red Oak Boulevard, Suite 150  
Charlotte, NC 28217  
(844) 856-6646

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:	:	
LARRY E. ROBINSON	:	BK. No. 21-12675-amc
Debtor	:	
	:	Chapter No. 13
NATIONSTAR MORTGAGE, LLC	:	
	:	
Movant	:	
	:	
v.	:	11 U.S.C. §362
	:	
LARRY E. ROBINSON	:	
Respondent	:	
	:	

## CERTIFICATE OF SERVICE

I hereby certify that service upon all interested parties, indicated below was made by sending true and correct copies of the Request for Admissions of Nationstar Mortgage, LLC. by Facsimile, and/or first-class mail on June 27, 2023.

KENNETH E. WEST, ESQUIRE (TRUSTEE)  
1234 MARKET STREET – SUITE 1813  
PHILADELPHIA, PA 19107

LARRY E. ROBINSON  
8007 NEW SECOND STREET  
ELKINS PARK, PA 19027

MICHAEL D. SAYLES, ESQUIRE  
427 WEST CHELTENHAM AVENUE, SUITE #2  
ELKINS PARK, PA 19027

UNITED STATES TRUSTEE  
ROBERT N.C. NIX FEDERAL BUILDING  
900 MARKET STREET  
SUITE 320  
PHILADELPHIA, PA 19107

Respectfully submitted,

/s/ Andrew Spivack  
Brock & Scott, PLLC  
8757 Red Oak Boulevard, Suite 150  
Charlotte, NC 28217  
(844) 856-6646

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA (Philadelphia)**

IN RE: LARRY E. ROBINSON Debtor	Case No. 21-12675-amc
Nationstar Mortgage LLC d/b/a Mr. Cooper, Movant	Chapter 13
vs. LARRY E. ROBINSON Respondents	11 U.S.C. §362

**STIPULATION IN SETTLEMENT OF MOTION FOR RELIEF  
FROM THE AUTOMATIC STAY**

It is hereby stipulated by and between Brock & Scott, PLLC, counsel for the Movant, Nationstar Mortgage LLC d/b/a Mr. Cooper, and Michael D. Sayles, Esquire, counsel for the Debtor, as follows:

1. The Automatic Stay as provided by Section 362 of the Bankruptcy Code shall remain in full force and effect conditioned upon the terms and conditions set forth herein.
2. This Stipulation pertains to the property located at 8007 New Second Street, Glenside, PA 19027, mortgage account ending with “4425”.
3. The parties agree that the total post-petition arrearage consists of five (5) monthly payments for the months of February, 2022 through June, 2022 at \$1,560.72 each, legal fees in the amount of \$850.00, court costs in the amount of \$188.00, less suspense in the amount of \$1,342.12, resulting in the total post-petition arrearage amount of \$7,499.48.
4. Within ten (10) days from the date that this stipulation is approved by the Court, Debtor agrees to amend the Chapter 13 Plan to include the aforementioned post-petition delinquency in the amount of \$7,499.48. The parties agree that the Movant may file a Notice of Post-Petition Fees, Charges and Expenses as a supplement to the filed Proof of Claim for the above-stated amount and that same shall be deemed approved upon entry of the Order approving this Stipulation.
5. The parties agree that the allowed total secured claim of Movant for pre-petition arrearages in the amount of \$30,065.21 and post-petition supplement in the amount of \$7,499.48 will be paid, in full, through the Amended Chapter 13 Plan.

The total delinquency to be paid to Movant through the Chapter 13 Plan is \$37,564.69.

6. Debtor agrees to remain current post-petition from this day forward. Beginning July 1, 2022 in the amount of \$1,560.72, all subsequent monthly payments and late charges shall be due in accordance with the terms of the Mortgage. All payments made pursuant to this Stipulation shall be by certified check or money order payable to **MR. COOPER, NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER BANKRUPTCY DEPARTMENT, PO BOX 619094, DALLAS, TX 75261-9741.**
7. If Debtor provide sufficient proof (front and back copies of checks or money orders) of payments made, but not already credited, the account will be adjusted accordingly.
8. Should the Debtor fail to make any of the above captioned payments, or if any regular monthly mortgage payment commencing after the cure of the post-petition delinquency is more than fifteen (15) days late, Movant may send Debtor and counsel, if applicable, a written Notice of Default of this Stipulation. If the default is not cured within ten (10) days of the date of the Notice, Movant shall file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay under §362, waiving FED. R. Bankr. P. 3002.1 and waiving Rule 4001(a)(3) so that the Relief Order is immediately effective and enforceable.
9. In the event the Debtor converts to a Chapter 7 during the pendency of this bankruptcy case, the Debtor shall cure all arrears within ten (10) days from the date of conversion in order to bring the loan contractually current. Should the Debtor fail to bring the loan contractually current, Movant shall send Debtor and counsel a written Notice of Default of this Stipulation. If the default is not cured within ten (10) days of the date of the Notice, Movant shall file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay under §362, and waiving Rule 4001(a)(3) so that the Relief Order is immediately effective and enforceable.
10. Debtor's tendering of a check to Mr. Cooper, which is subsequently returned due to insufficient funds in the account upon which the check is drawn, shall not constitute payment as the term is used in this Stipulation.
11. The parties stipulate that Movant shall be permitted to communicate with the Debtor and Debtor's Counsel to the extent necessary to comply with applicable non-bankruptcy law.

12. The parties agree that a facsimile signature shall be considered an original signature.

Dated: June 3, 2022

/s/ Andrew Spivack  
Andrew Spivack, Esquire  
Attorney for Movant

Michael D. Sayles  
Michael D. Sayles, Esquire  
Attorney for Debtor

/s/ Jack Miller  
Kenneth E. West, Esquire  
Trustee

\*\*no objection to its terms, without  
prejudice to any of our rights and remedies

ROSEMARIE DIAMOND  
ADMITTED IN PENNSYLVANIA,  
NEW JERSEY

JAY JONES  
ADMITTED IN PENNSYLVANIA,  
NEW JERSEY



THOMAS E. BROCK  
ADMITTED IN NORTH CAROLINA

GREGORY A. SCOTT  
ADMITTED IN NORTH CAROLINA

2011 Renaissance Boulevard, Suite 100, King of Prussia, PA 19406  
ConsumerContact@brockandscott.com  
(844) 856-6646 Consumer Hotline  
www.brockandscott.com

Matthew Fissel, Esquire  
Bankruptcy Attorney

December 13, 2022

SENT VIA REGULAR MAIL AND E-MAILED TO:

Michael D. Sayles, Esquire  
Sayles and Associates  
427 West Cheltenham Avenue, Suite #2  
Elkins Park, PA 19027  
Email: [midusal@comcast.net](mailto:midusal@comcast.net)

RE: LARRY E. ROBINSON  
Bankruptcy No. 21-12675-amc  
8007 New Second Street, Elkins Park, PA 19027  
Loan ending in [REDACTED]

Dear Counselor:

Our client has advised us that payments have not been made in accordance with the terms of the Stipulation agreed to by the parties and approved by the Bankruptcy Court by an Order entered on June 22, 2022.

Pursuant to the terms of the Stipulation, your client has failed to make regular monthly payments, for the months of November 1, 2022 through December 1, 2022 in the amount of \$1,529.97 each, less Debtor's suspense in the amount of \$1,237.87. In order to cure this default, it will be necessary for your client to remit \$1,822.07, representing payments past due under the terms of the Stipulation, within ten (10) days from the date of this letter.

Your client's payment to cure this default should be remitted to:

Nationstar Mortgage LLC  
NATIONSTAR MORTGAGE, LLC  
PO BOX 619094  
DALLAS, TX 75261-9741

If your client does not remit the above amount within the ten (10) day period, we will certify default with the Bankruptcy Court and request relief from the automatic stay.

Bankruptcy Dept.  
Brock and Scott, PLLC

cc: LARRY E. ROBINSON  
Nationstar Mortgage LLC

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU: ARE A DEBTOR IN AN ACTIVE BANKRUPTCY CASE; ARE UNDER THE PROTECTION OF A BANKRUPTCY STAY; OR, HAVE RECEIVED A DISCHARGE IN BANKRUPTCY AND YOU HAVE NOT REAFFIRMED THE DEBT, THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS AN ATTEMPT TO COLLECT A DEBT FROM YOU PERSONALLY.



## Cassandra Emanuel

---

**From:** Cassandra Emanuel  
**Sent:** Monday, January 30, 2023 9:01 AM  
**To:** Michael D. Sayles, Esq.  
**Cc:** Andrew Spivack  
**Subject:** RE: BK Case #21-12675-amc / Larry E. Robinson / Notice of Default  
**Attachments:** Robinson\_BK Payment History.pdf  
  
**Importance:** High

Good morning,

The client has confirmed the loan is post due for 1/1/2023. We will withdraw the COD.

Thank you,

Cassandra Emanuel  
Legal Assistant  
Bankruptcy  
844-856-6646

Any escalation requests please send to [Bankruptcy.Management@brockandscott.com](mailto:Bankruptcy.Management@brockandscott.com)

---

**From:** Michael D. Sayles, Esq. <[midusa1@comcast.net](mailto:midusa1@comcast.net)>  
**Sent:** Tuesday, January 24, 2023 9:53 AM  
**To:** Andrew Spivack <[Andrew.Spivack@brockandscott.com](mailto:Andrew.Spivack@brockandscott.com)>  
**Cc:** Cassandra Emanuel <[Cassandra.Emanuel@brockandscott.com](mailto:Cassandra.Emanuel@brockandscott.com)>  
**Subject:** FW: BK Case #21-12675-amc / Larry E. Robinson / Notice of Default

Andrew-

Attached, please find a payment of the Debtor to Mr. Cooper for the months of July 2022 thru Jan. 2023. Please advise.

Yours,  
Mike Sayles

---

**From:** Michael D. Sayles, Esq. <[midusa1@comcast.net](mailto:midusa1@comcast.net)>  
**Sent:** Tuesday, January 3, 2023 8:54 AM  
**To:** 'Cassandra Emanuel' <[Cassandra.Emanuel@brockandscott.com](mailto:Cassandra.Emanuel@brockandscott.com)>  
**Cc:** 'Andrew Spivack' <[Andrew.Spivack@brockandscott.com](mailto:Andrew.Spivack@brockandscott.com)>  
**Subject:** RE: BK Case #21-12675-amc / Larry E. Robinson / Notice of Default

Good evening,

This office has filed a response to the COD.

On behalf of the Debtor, I am requesting a post stipulation payment history. The post stipulation payments commenced with the July 2022 payment. Thanks.

Yours,  
Michael D. Sayles

---

**From:** Cassandra Emanuel <[Cassandra.Emanuel@brockandscott.com](mailto:Cassandra.Emanuel@brockandscott.com)>  
**Sent:** Tuesday, December 13, 2022 9:41 AM  
**To:** Michael D. Sayles, Esq. <[midusa1@comcast.net](mailto:midusa1@comcast.net)>  
**Subject:** BK Case #21-12675-amc / Larry E. Robinson / Notice of Default  
**Importance:** High

Hi,

Please see attached Notice of Default. The letter has been mailed to the Debtor via U.S. Mail.

The expiration to cure the default is: **12/23/2022**

Thank you,

**Cassandra Emanuel**  
Legal Assistant  
Bankruptcy



Brock & Scott, PLLC  
4360 Chamblee Dunwoody Road, Ste 310  
Atlanta, GA 30341  
Ph: 844-856-6646  
[Cassandra.Emanuel@brockandscott.com](mailto:Cassandra.Emanuel@brockandscott.com)

Any escalation requests please send to [Bankruptcy.Management@brockandscott.com](mailto:Bankruptcy.Management@brockandscott.com)

**Serving AL, CT, FL, GA, KY, ME, MA, MD, MI, NH, NC, NJ, OH, PA, RI, SC, TN, VT and VA**

**FDCPA:** This firm is a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

**CONFIDENTIALITY NOTICE:** This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

To opt out of future electronic communication from Brock & Scott, PLLC [please click here](#) to submit your request and have your email address removed from our records.

**Serving AL, CT, FL, GA, KY, ME, MA, MD, MI, NH, NC, NJ, OH, PA, RI, SC, TN, VT and VA**

**FDCPA: This firm is a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.**

**CONFIDENTIALITY NOTICE:** This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

To opt out of future electronic communication from Brock & Scott, PLLC [please click here](#) to submit your request and have your email address removed from our records.

## Motion For Relief Information Agreed Order

Filed By:	Larry E. Robinson	reed Order Ter	st Petition Arreage included in PO
	0	ngoing Payment	due on 7/1/2022
ase Numbe	21-12675		payments @ \$ 1,560.72
Filing Date:	9/29/2021	A O Payments	due from
	AO Figures		payments @
Payments	\$ 7,803.60	02/01/22 -	payments @
Attorney fe	\$ 850.00		
MFR cost	\$ 188.00		
Suspense	\$ 1,342.12	\$ 7,499.48	

Date	Amount Received	Applied To	Post Petition Amount Due	Cure payment	Post Suspense Balance	Payment Applied (P&I and Escrow)	Additional Escrow Applied	Fees/Costs/Corp Applied
					\$ -			
					\$ -			
					\$ -			
10/12/21	\$ 875.00				\$ 875.00			
10/12/21	\$ 500.00				\$ 1,375.00			
11/03/21	\$ 250.00	10/01/21	\$ 1,560.72		\$ 64.28			
11/04/21					\$ 64.28	\$ 1,488.39		
11/26/21	\$ 1,475.00				\$ 1,539.28			
12/22/21	\$ 585.00	11/01/21	\$ 1,560.72		\$ 563.56			
12/23/21					\$ 563.56	\$ 1,488.39		
01/19/22	\$ 1,000.00	12/01/21	\$ 1,560.72		\$ 2.84			
1/20/202					\$ 2.84	\$ 1,488.39		
03/03/22	\$ 750.00				\$ 752.84			
04/06/22	\$ 650.00				\$ 1,402.84			
04/26/22	\$ 750.00	01/01/22	\$ 1,560.72		\$ 592.12			
04/27/22					\$ 592.12	\$ 1,488.39		
05/23/22	\$ 750.00				\$ 1,342.12			
AO Entered					\$ -			
06/14/22	\$ 550.00				\$ 550.00			
06/15/22					\$ 550.00	\$ 1,488.39		
06/21/22	\$ 200.00				\$ 750.00			
07/06/22	\$ 750.00				\$ 1,500.00			
08/02/22	\$ 700.00	07/01/22	\$ 1,560.72		\$ 639.28			
08/03/22					\$ 639.28	\$ 1,488.39		
08/29/22	\$ 750.00				\$ 1,389.28			
09/23/22	\$ 750.00	08/01/22	\$ 1,560.72		\$ 578.56			
09/26/22					\$ 578.56	\$ 1,473.47		
09/27/22	\$ 750.00				\$ 1,328.56			
10/12/22	\$ 750.00	09/01/22	\$ 1,560.72		\$ 517.84			
10/13/22					\$ 517.84	\$ 1,473.47		
10/25/22	\$ 750.00				\$ 1,267.84			
11/08/22	\$ 750.00	10/01/22	\$ 1,529.97		\$ 487.87			
11/09/22					\$ 487.87	\$ 1,473.47		
11/22/22	\$ 750.00				\$ 1,237.87			
12/06/22	\$ 750.00	11/01/22	\$ 1,529.97		\$ 457.90			
12/07/22					\$ 457.90	\$ 1,473.47		
01/04/23	\$ 815.00				\$ 1,272.90			
01/18/23	\$ 815.00	12/01/22	\$ 1,529.97		\$ 557.93			
01/19/23					\$ 557.93	\$ 1,473.47		
02/14/23	\$ 815.00				\$ 1,372.93			
03/14/23	\$ 700.00	01/01/23	\$ 1,529.97		\$ 542.96			
03/15/23					\$ 542.96	\$ 1,473.47		
04/04/23	\$ 750.00				\$ 1,292.96			
04/25/23	\$ 750.00	02/01/23	\$ 1,529.97		\$ 512.99			
04/26/23					\$ 512.99	\$ 1,473.47		
					\$ 512.99			
					\$ 512.99			
					\$ 512.99			
					\$ 512.99			